

AN ORDINANCE 2006-06-29-0778

APPROVING A SECOND AMENDMENT TO LEASE AGREEMENT WITH RIVERVIEW TOWER PARTNERS, LTD., AS LANDLORD, FOR THE CONTINUED RENTAL OF OFFICE SPACE AT THE RIVERVIEW OFFICE BUILDING, LOCATED AT 111 SOLEDAD STREET IN DISTRICT 1, BY THE LITIGATION DIVISION OF CITY ATTORNEY'S OFFICE AND RISK MANAGEMENT DIVISION OF THE HUMAN RESOURCES DEPARTMENT FOR A TERM OF 2 YEARS COMMENCING JULY 1, 2006, AT AN ANNUAL RENTAL RATE OF \$14.50 PER SQUARE FOOT, OR \$18,028.34 PER MONTH, WITH 2 TWO-YEAR RENEWAL OPTIONS AT AN ANNUAL RATE OF \$15.00 PER SQUARE FOOT FOR THE FIRST RENEWAL TERM AND \$15.50 PER SQUARE FOOT FOR THE SECOND RENEWAL TERM.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is hereby authorized and directed to execute and deliver on behalf of the City the lease amendment agreement in substantially for the form attached as **Attachment I**, which is incorporated herein by reference for all purposes as if it were fully set forth. The City Manager and her designee should take all other actions reasonably necessary or convenient to effectuate the transaction described in Attachment I, including agreeing to non-material changes to its terms.

SECTION 2. The amount of \$54,085.02 is authorized to be made payable from Fund 75-003000, Workers' Compensation Fund, in GL 5206010, entitled Rental of Facilities, in Cost Center 1009030001, to Riverview Tower Partners, LTD, for the period covering July 1, 2006 through September 30, 2006. All expenditures will be in accordance with the FY 2005-2006 budget approved by City Council.

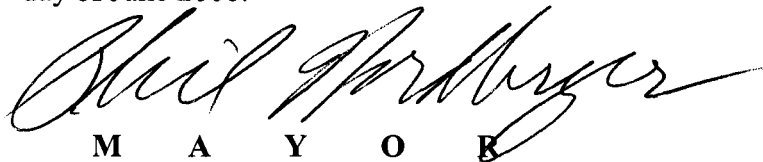
SECTION 3. The amount of \$162,254.94 is authorized to be encumbered in Fund 75-003000, Workers' Compensation Fund, in GL 5206010, entitled Rental of Facilities, in Cost Center 1009030001, and is authorized to be made payable to Riverview Tower Partners, LTD, for the period covering October 1, 2006 through June 30, 2007. All expenditures will be contingent upon the approval of the FY 2006-2007 budget by City Council.

SECTION 4. All expenditures in excess of \$54,085.02 are subject to the availability and appropriation of funds for this purpose.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director, may subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers and Fund Numbers as necessary to carry out the purpose of this Ordinance.

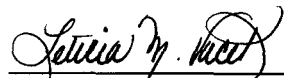
SECTION 6. This Ordinance becomes effective July 9, 2006.

PASSED AND APPROVED this 29th day of June 2006.


M A Y O R

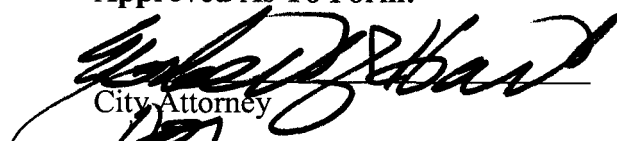
Attest:

PHIL HARDBERGER



City Clerk

Approved As To Form:



City Attorney

Attachment I

**Second Amendment to Lease Agreement
(Riverview Towers/ERM)**

1. Identifying Information.

**Ordinance Authorizing
2nd Amendment:**

Original Landlord: Mack-Cali Texas Property, L.P.

Successor Landlord: Riverview Tower Partners, Ltd.

Landlord's Address: 111 Soledad, San Antonio, Texas 78205

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Lease: Lease Agreement (City attorney's Office Riverview Office Building) dated January 30, 2002 between Mack-Cali Texas Property, L.P. as Landlord and the City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance Authorizing
Original Lease:** 95134, January 10, 2002

1st Amendment: Amendment of Lease Agreement (City Attorney's Office Project Riverview Office Building) between Riverview Tower Partners, Ltd. as Landlord and City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance Authorizing
1st Amendment:** 96144, dated August 8, 2002

1st Renewal: Renewal and Extension of Lease Agreement (City Attorney's Office Project Riverview Office Building) between Riverview Tower Parts, Ltd. as Landlord and City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance Authorizing
1st Renewal:** 99437, June 24, 2004

2nd Renewal: Renewal and Extension of Lease Agreement (City Attorney's Office Project Riverview Office Building) between Riverview Tower Parts, Ltd. as Landlord and City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance
Authorizing 2nd
Renewal:** 100943, May 26, 2005

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to

"Lease" in this amendment include both the original Lease and all previous renewals and amendments to it.

3. Extension of Term.

All previous renewals notwithstanding, the presently effective term of the lease is extended through and including June 30, 2008. Tenant may further extend the Lease for two additional 2-year terms by giving Landlord 30-days' prior written notice.

4. Rent.

Rent through June 30, 2006 is as provided in previous agreements of the parties. Rent from July 1, 2006 through June 30, 2008 is \$14.50 a square foot per annum (\$18,028.34 monthly). If Tenant extends the term to June 30, 2010, rent from July 1, 2008 until June 30, 2010 is \$15 a square foot per annum (\$18,650 monthly). If Tenant further extends the term to June 30, 2012, rent from July 1, 2010 until June 30, 2012 is \$15.50 a square foot per annum (\$19,271.67 monthly). All rent calculations are based on 14,920 square feet. Tenant will pay rent at the time, place, and manner and at the intervals prescribed in the Lease.

5. No Default.

Neither Landlord nor Tenant is in default under the Lease and neither party is aware of a cause of action against the other arising out of or relating to the period before the date of Landlord's signature on this amendment.

6. Same Terms and Conditions.

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. Neither party is in default under the Lease as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

7. Date of Amendment

For purposes of reference, the date of this amendment is the date of the later of the signatures set forth below.

In Witness Whereof, the parties have caused their representatives to set their hands.

Landlord

Riverview Tower Partners, Ltd., a Texas limited partnership, by and through its sole general partner

Riverview Tower GP, LLC, a Texas limited liability company

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Tenant

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved:

City Attorney

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO		For CMO use only	
Approval		Request For Ordinance/Resolution		Date Considered Consent <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Item No. Ord. No.	
Finance	Budget				
Legal	Coordinator				
Date: May 17, 2006		Department: Asset Management		Contact Person/Phone #: Shawn P. Eddy ext. 4081	
Date Council Consideration Requested: June 29, 2006		Deadline for Action: June 29, 2006		Dept. Head Signature	
SUMMARY OF ORDINANCE Council Memorandum Must be Attached To Original An ordinance approving a Second Amendment to the Lease Agreement by which the City of San Antonio leases office space in the Riverview Office Building, 111 Soledad, in District 1, the amendment extending the term for 2 years at the annual rental rate of \$14.50 S.F., or \$18,028.34 per month, with the option to renew for two 2-year terms at the annual rental rate of \$15.00 S.F. for the first renewal term and \$15.50 S.F. for the second renewal term. Staff recommends approval of this Ordinance.					
Other Depts., Boards, Committees Involved (please specify): City Attorney's Office and Human Resources Department					
Contract signed by other party <div style="text-align: center;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></div>					
FISCAL DATA (If Applicable)					
Fund No. 75-003 23-029			SAP GL Account 5206010		
*Cost Center 1009030001			\$16,712.27		
*Internal 106000000 Order No. 010			*WBS (Capital Proj.)		
\$1,316.07			Impact of future O & M		
*(Fill out only the field that is appropriate to your council action.)			If positions added, specify class and no.		
Comments: City Council District 1					

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**CITY OF SAN ANTONIO
Request for Council Action**

RFCA Tracking Number: 240 - Consent Item

Ordinance Number:

Item Number:

Submission Date:

Agenda Date: 6/29/2006

Ordinance Classification: Ordinance

Agenda Sub-Heading: Real Property - Lease

Agenda Item Subject: Second Amendment Lease Riverview Tower & City Attorney and HR Dept.
Council District(s) Impacted by this Action: Council District 1

Posting Language:

Summary: An ordinance approving the Second Amendment to Lease Agreement by which the City of San Antonio leases office space in the Riverview Office Building, 111 Soledad, in District 1, the amendment extending the term for 2 years at the annual rental rate of \$ 14.50 s.f., or \$18,028.34 per month, with the option to renew for two 2-year terms at the annual rental rate of \$ 15.00 s.f. for the first renewal term and \$ 15.50 s.f. for the second renewal term.

Background Information: Ordinance No. 95134 dated January 10, 2002 approved a Lease Agreement at Riverview Tower to provide office space for the City Attorney's Office & Human Resources for an initial term of 27 months. The lease contained a provision that offered the City three optional one-year renewal terms at predetermined rent rates. As such, City Council has previously authorized two renewals of the lease term extending the term through June 30, 2006. This item will serve to amend the original lease to extend the length of the 3rd renewal term from one year to two years and establish 2 additional 2-year renewal terms at set rental rates.

Issue: Relocation of City Attorney's office and Human Resource Offices if the second amendment is not approved.

Alternatives: Locate, negotiate and move the City Attorney and Human Resource offices from the Riverview Towers.

Fiscal Impact: Under the terms of the Second Amendment to Lease Agreement, the City will pay an annual rent rate of \$14.50 s.f. for 14,920 s.f. of office space, for a monthly rental amount of \$18,028.34 (\$216,339.96 annually) from July 1, 2006 through June 30, 2008. In addition, the City will be responsible for the reimbursement to Landlord of its pro-rata share of all operating expenses (maintenance, insurance charges, janitorial charges, utilities, and taxes) in excess of the actual base-year operating expenses, currently \$772.90 monthly. If exercised, the rental rates for the 1st and 2nd renewal terms respectively will be \$15.00 s.f. (\$18,650 monthly, \$223,800 annually) and \$15.50 s.f. (\$19,271.67 monthly, \$231,260.04 annually). The Department of Human Resources has sufficient funds in the FY 2007 budget for the lease expenses and will pay for the leases from the General Fund.

Recommendation: Staff recommends approval of this Ordinance.

Is this a contract for City Council consideration? Yes

Fiscal Impact? Yes

Is the attached contract signed? N/A

SAP Contract Number:

Category 1: Operating Expenditure

Are funds budgeted for this expenditure? Yes

Comments: The Department of Human Resources has sufficient funds in the FY 2007 budget for the lease expenses.

Funds/Staffing Budgeted: Yes

Positions Currently Authorized: No

Impact on Operation & Maintenance: If exercised, the rental rates for the 1st and 2nd renewal terms respectively will be \$15.00 s.f. (\$18,650 monthly, \$223,800 annually) and \$15.50 s.f. (\$19,271.67 monthly, \$231,260.04 annually) and a Common Use Area Charge of \$ 772.90 per month.

Personnel Changes: none

Fund Name:

Fund Number:

FUNDING SOURCE

Amount	Cost Center	General Ledger No	Fund No	Internal Order
\$418,289.76	1009030001	5206010	75-003	
\$32,939.76	0	5206010	23-029	131000001243
Total Amount: \$451,229.52				

APPROPRIATED FROM AVAILABLE FUNDING SOURCE(S)

Amount	Cost Center	General Ledger No	Fund No	Internal Order
Total Amount: \$0.00				

DO NOT TYPE IN THIS SPACE	CITY OF SAN ANTONIO Request For Ordinance/Resolution	
Date: May 17, 2006	Department: Asset Management	Contact Person/Phone #: Shawn P. Eddy ext. 4081
Date Council Consideration Requested: June 29, 2006	Deadline for Action: June 29, 2006	Dept. Head Signature
SUMMARY OF ORDINANCE Council Memorandum Must be Attached To Original An ordinance approving a Second Amendment to the Lease Agreement by which the City of San Antonio leases office space in the Riverview Office Building, 111 Soledad, in District 1, the amendment extending the term for 2 years at the annual rental rate of \$14.50 S.F., or \$18,028.34 per month, with the option to renew for two 2-year terms at the annual rental rate of \$15.00 S.F. for the first renewal term and \$15.50 S.F. for the second renewal term. Staff recommends approval of this Ordinance.		
Other Depts., Boards, Committees Involved (please specify): City Attorney's Office and Human Resources Department		
Contract signed by other party <div style="text-align: right;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></div>		
FISCAL DATA (If Applicable)		
Fund No. 75-003 23-029	SAP GL Account 5206010	Funds/Staffing Budgeted Yes No <input type="checkbox"/> <div style="text-align: center;"><input checked="" type="checkbox"/></div> Positions Currently Authorized Impact of future O & M If positions added, specify class and no.
*Cost Center 1009030001 \$16,712.27		
*Internal 106000000 Order No. 010 *WBS \$1,316.07 (Capital Proj.)		
*(Fill out only the field that is appropriate to your council action.)		
Comments: City Council District 1		

Call Mary Torres
7-3181

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**CITY OF SAN ANTONIO
Request for Council Action**

Agenda Item #
Council Meeting Date: 6/29/2006
RFCA Tracking No: R-240

*Cynthia
Valdez
7/20/16
Amy Smith
7-6502*

DEPARTMENT - Asset Managment Department DEPARTMENT HEAD - Shawn Eddy

COUNCIL DISTRICT(S) IMPACTED:
Council District 1

SUBJECT:
Second Amendment Lease Riverview Tower & City Attorney and HR Dept.
SUMMARY:

An ordinance approving the Second Amendment to Lease Agreement by which the City of San Antonio leases office space in the Riverview Office Building, 111 Soledad, in District 1, the amendment extending the term for 2 years at the annual rental rate of \$ 14.50 s.f., or \$18,028.34 per month, with the option to renew for two 2-year terms at the annual rental rate of \$ 15.00 s.f. for the first renewal term and \$ 15.50 s.f. for the second renewal term.

BACKGROUND INFORMATION:

Ordinance No. 95134 dated January 10, 2002 approved a Lease Agreement at Riverview Tower to provide office space for the City Attorney's Office & Human Resources for an initial term of 27 months. The lease contained a provision that offered the City three optional one-year renewal terms at predetermined rent rates. As such, City Council has previously authorized two renewals of the lease term extending the term through June 30, 2006. This item will serve to amend the original lease to extend the length of the 3rd renewal term from one year to two years and establish 2 additional 2-year renewal terms at set rental rates.

ISSUE:
Relocation of City Attorney's office and Human Resource Offices if the second amendment is not approved.

ALTERNATIVES:
Locate, negotiate and move the City Attorney and Human Resource offices from the Riverview

Towers.

FISCAL IMPACT:

Under the terms of the Second Amendment to Lease Agreement, the City will pay an annual rent rate of \$14.50 s.f. for 14,920 s.f. of office space, for a monthly rental amount of \$18,028.34 (\$216,339.96 annually) from July 1, 2006 through June 30, 2008. In addition, the City will be responsible for the reimbursement to Landlord of its pro-rata share of all operating expenses (maintenance, insurance charges, janitorial charges, utilities, and taxes) in excess of the actual base-year operating expenses, currently \$772.90 monthly. If exercised, the rental rates for the 1st and 2nd renewal terms respectively will be \$15.00 s.f. (\$18,650 monthly, \$223,800 annually) and \$15.50 s.f. (\$19,271.67 monthly, \$231,260.04 annually). The Department of Human Resources has sufficient funds in the FY 2007 budget for the lease expenses and will pay for the leases from the General Fund.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

ATTACHMENT(S):

File Name	File Description
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AUTHORIZATIONS

1. Department Head(s)
2. Management Team
3. City Manager

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CITY OF SAN ANTONIO
Request for Council Action

RFCA Tracking Number: 240 - Consent Item

Ordinance Number:

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Agenda Sub-Heading: Real Property - Lease

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Recommendation: Staff recommends approval of this Ordinance.

Is this a contract for City Council consideration? Yes

Fiscal Impact? Yes

Is the attached contract signed? N/A

SAP Contract Number:

Category 1: Operating Expenditure

Are funds budgeted for this expenditure? Yes

Comments: The Department of Human Resources has sufficient funds in the FY 2007 budget for the lease expenses.

Funds/Staffing Budgeted: Yes

Positions Currently Authorized: No

Impact on Operation & Maintenance: If exercised, the rental rates for the 1st and 2nd renewal terms respectively will be \$15.00 s.f. (\$18,650 monthly, \$223,800 annually) and \$15.50 s.f. (\$19,271.67 monthly, \$231,260.04 annually) and a Common Use Area Charge of \$ 772.90 per month.

Personnel Changes: none

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\$32,939.76	0	5206010	23-029	131000001243 -
Total Amount: \$451,229.52				

Legal
Administration

APPROPRIATED FROM AVAILABLE FUNDING SOURCE(S)

Amount	Cost Center	General Ledger No	Fund No	Internal Order
Total Amount: \$0.00				

Attachment I

**Second Amendment to Lease Agreement
(Riverview Towers/ERM)**

1. Identifying Information.

**Ordinance Authorizing
2nd Amendment:**

Original Landlord: Mack-Cali Texas Property, L.P.

Successor Landlord: Riverview Tower Partners, Ltd.

Landlord's Address: 111 Soledad, San Antonio, Texas 78205

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Lease: Lease Agreement (City attorney's Office Riverview Office Building) dated January 30, 2002 between Mack-Cali Texas Property, L.P. as Landlord and the City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

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Original Lease:** 95134, January 10, 2002

1st Amendment: Amendment of Lease Agreement (City Attorney's Office Project Riverview Office Building) between Riverview Tower Partners, Ltd. as Landlord and City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance Authorizing
1st Amendment:** 96144, dated August 8, 2002

1st Renewal: Renewal and Extension of Lease Agreement (City Attorney's Office Project Riverview Office Building) between Riverview Tower Parts, Ltd. as Landlord and City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance Authorizing
1st Renewal:** 99437, June 24, 2004

2nd Renewal: Renewal and Extension of Lease Agreement (City Attorney's Office Project Riverview Office Building) between Riverview Tower Parts, Ltd. as Landlord and City of San Antonio as Tenant relating to 14,920 square feet, more or less, at 111 Soledad, San Antonio, Texas 78205

**Ordinance
Authorizing 2nd
Renewal:** 100943, May 26, 2005

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include both the original Lease and all previous renewals and amendments to it.

3. Extension of Term.

All previous renewals notwithstanding, the presently effective term of the lease is extended through and including June 30, 2008. Tenant may further extend the Lease for two additional 2-year terms by giving Landlord 30-days' prior written notice.

4. Rent.

Rent through June 30, 2006 is as provided in previous agreements of the parties. Rent from July 1, 2006 through June 30, 2008 is \$14.50 a square foot per annum (\$18,028.34 monthly). If Tenant extends the term to June 30, 2010, rent from July 1, 2008 until June 30, 2010 is \$15 a square foot per annum (\$18,650 monthly). If Tenant further extends the term to June 30, 2012, rent from July 1, 2010 until June 30, 2012 is \$15.50 a square foot per annum (\$19,271.67 monthly). All rent calculations are based on 14,920 square feet. Tenant will pay rent at the time, place, and manner and at the intervals prescribed in the Lease.

5. No Default.

Neither Landlord nor Tenant is in default under the Lease and neither party is aware of a cause of action against the other arising out of or relating to the period before the date of Landlord's signature on this amendment.

6. Same Terms and Conditions.

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. Neither party is in default under the Lease as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

7. Date of Amendment

For purposes of reference, the date of this amendment is the date of the later of the signatures set forth below.

In Witness Whereof, the parties have caused their representatives to set their hands.

Landlord

Riverview Tower Partners, Ltd., a Texas limited partnership, by and through its sole general partner

Riverview Tower GP, LLC, a Texas limited liability company

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Tenant

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved:

City Attorney